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No. 1]

NEW DELHI, SATURDAY, JANUARY 1, 1966 (PAUSA 11, 1887)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV PART IV

नैर-सरकारी व्यक्तियों और नैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE GRAIN, RICE & OIL-SEEDS MERCHANTS' ASSOCIATION, BOMBAY

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S.O. No. 1162 dated the 4th May 1960 has been obtained on the 29th October 1965 to the following amendments made to the Bye-laws of the Grain, Rice & Oilseeds Merchants' Association, Bombay.

AMENDMENTS

Special Bye-laws and provisions for non-transferable specific delivery contracts for groundnut

Definition.—"Non-transferable Specific Delivery Contract" means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-laws 1 to 12.

(1) Bye-laws 1 to 12 are additional Bye-laws relating to non-transferable specific delivery contracts for Groundnut. All the other Bye-laws of the Association as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional Bye-laws.

Provided that the provisions in the other Bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for Groundnut.

(2) Every non-transferable specific delivery contract made subject to these Bye-laws shall take effect as a contract wholly made at Bombay.

(3) The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

(4) All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Association. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Association forthwith and the fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these Bye-laws.

(4)(A) Every member shall send to the Association periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Managing Committee.

(5) (a) The Managing Committee of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

(6) Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant Bye-laws.

(7) No non-transferable specific delivery contract, once entered into, shall be settled mutually or by off-setting or by hawala or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these Bye-laws.

(7)(A) The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Association in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Association in writing setting forth the reasons for extension of time. The Managing Committee or Sub-committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

(8) With a view to ensuring due compliance with the terms and conditions of the contract, the Managing Committee or Sub-committee (whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars and members failing to do so will be liable to be penalised under the relevant provisions of the Constitution of the Association.

- Copies of the bill claiming moneys;
- Numbers of the cheques issued for payment;
- railway receipt number or the delivery order number, the date of delivery, etc.;
- other relevant particulars to show the mode of delivery.

(8)(A) Subject to the provisions of Bye-law (8)(C) -

(1) In case the seller fails to give delivery, the buyer shall exercise any of the following options :

(i) Buy on the seller's account either railway receipt or ready goods on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.

(ii) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by the Association.

(iii) Cancel the contract.

(2) The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (B) Subject to the provisions of Bye-law (8) (C) :

(1) In case the buyer refuses to accept a railway receipt or delivery instructions or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options :

(i) Sell on the buyer's account railway receipt or ready goods before the end of next working day of the day on which the buyer refuses to accept the railway receipt or delivery instructions and claim from the buyer, the difference of the contract price and sale price.

(ii) Close the contract on the day on which the buyer refuses to accept the railway receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Association.

(iii) Cancel the contract on the day on which the buyer refuses to accept railway receipt or delivery instructions or the buyer fails to take delivery of the goods against the delivery order.

(2) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (C) In each of the cases mentioned in Bye-laws (8) (A) and (8) (B) the buyer and the seller shall communicate to the Association in writing the failure or refusal, as the case may be within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause 1(ii) or 1(iii) of Bye-law (8) (A) or (8) (B), explain the reasons why he preferred the option. If he has exercised his option given in clause 1(i) of Bye-law (8) (A) or (8) (B), the party shall give particulars of the purchase or sale, as the case may be, effected by it.

The Managing Committee or a Sub-committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanations furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (1)(i) of Bye-law (8) (A) or (8) (B), it may subject the party to such disciplinary action including imposition of fine, suspension or expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Managing Committee may frame suitable rules under this Bye-law with the concurrence of the Forward Markets Commission.

(9) (a) The Managing Committee of the Association may with the approval of the Commission, require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Association at such rates as may be fixed by the Committee.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

(10) No member shall enter into any forward contract in the Commodities in which the Association is granted recognition under the Forward Contracts (Regulation) Act, 1952 otherwise than on the terms and conditions prescribed under these Bye-laws. Nothing contained in this Bye-law shall apply to the forward contract entered into on the terms and conditions prescribed in the Bye-laws of another recognised association, between members of that association or through or with any such member.

(11) Any forward contract entered into in the commodities for which the Association is granted recognition under the Forward Contracts (Regulation) Act, 1952, which at the date of the contract is in contravention of the provisions of any of the Bye-laws (4), (5), (6), (7) and (10) shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(12) The delivery period, delivery centres, quantity and quality specifications in respect of non-transferable specific delivery contract shall be specified in the respective contract.

2. In pursuance of proviso to Sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission has been obtained for dispensing with, in the interest of the trade, the condition of previous publication of the above amendments.

PREMI BHANJI

Hon. Secretary

*The Grain, Rice & Oilseeds Merchants' Association
Bombay, Dated the 3rd November 1965.*

LOST, STOLEN OR DESTROYED

(As the case may be)

The undernoted Government Promissory Note(s) originally standing in the names shown thereagainst and last endorsed to the Administrator, Board of Secondary Education, West Bengal, the proprietor by whom they were never endorsed to any other person, having been lost, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security(ies).

Signature of the Advertiser : J. C. SEN GUPTA

Residence : President, West Bengal Board of Secondary Education.

Number of lost G.P. Notes	Loan	Amount	Original holder
		Rs	
CAO22512	3% Loan 1896-97	10,000/-	National & Grindlays Bank Ltd.
CAO22458	do	5,000/-	do
CAO22188	do	5,000/-	The Chartered Bank
CAO21975-78	do	1,000/- each	Reserve Bank of India.

The Government Promissory Note No. MS. 026955 of the 3 per cent loan of 1963-65 for Rs. 11,200 originally standing in the name of the Collector, Coimbatore, a/c District Board, Coimbatore, the proprietor(s) by whom it was never endorsed, to any other person having been lost, notice is hereby given that the payment of the above Note (x) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that application is about to be made for payment of the discharge value/in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the Advertiser : Collector.

Residence : Coimbatore.

A. G. VEDASUNDARARAJ

for Collector

Personal Assistant to Collector (PD)(E)

LOST

The Government Promissory Note No. MS. 002104 to 002107 of the 6½ per cent Gold Bonds 1977 for Rs. 670 originally standing in the name of Palanoore Madhava Pisharodi, the proprietor, by whom they were never endorsed, to any other person, having been lost, notice is hereby given that the payment of the above Note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned securities.

Name of the advertiser : P. MADHAVA PISHARODI BUNGALOW HOUSE.

Residence : Kulappulli, 28/1, Palaghat Pattambi Road, Shoranur-2.

CHANGE OF NAMES

I, hitherto known as FAUZDAR RAM son of Sri RAM DAS RAM MAURIYA, occupation cultivation, residing at village and post office Bangawn, Distt Azamgarh, U P, have changed my name and shall hereafter be known as SURESH CHANDRA MAURIYA.

I hereby certify that I have already complied with the legal formalities required in this connection

FAUZADAR RAM
Student of Final Year
State Ayurvedic College,
Lucknow

I, hitherto known as ATMARAM BALU TARI son of Shri BALU HARI TARI, employed as Upper Division Clerk in Income-tax Office, A-IV Ward, Bombay, have changed my name and shall hereafter be known as ATMARAM BALU PARADKAR.

It is certified that I have complied with other legal requirements in this connection

A. B. TARI
(Sd in existing name)

I, hitherto known as BAKSHI SINGH BRACH son of Shri MANSHA SINGH employed as NDSI in Govt. High School, Fazilka, residing at NDSI Govt High School, Fazilka, have changed my name and shall hereafter be known as GURBAKSHISH SINGH BRACH.

It is certified that I have complied with other legal requirements in this connection

BAKSHI SINGH BRACH
2-12-65
(Sd in existing name)

I, hitherto known as BUDHOO LAL MISHRA son of Late NURBUDA PRASAD, employed as Supervisor 'A' in Gun Carriage Factory Jabalpur (M P), residing at 640, Sarafa, Jabalpur (M P), have changed my name and shall hereafter be known as BABOOLAL MISHRA.

It is certified that I have complied with other legal requirements in this connection

BUDHOO LAL MISHRA
(Sd in existing name)

I, hitherto known as JIVIBEN SOMABHAI PARMAR daughter of Shri SOMABHAI L. PARMAR, a Student in Shri Bunadi Sri Adhyapan Mandir, Dholka residing at Dhabadnagar Housing Society, B No 18, Shahibag, Camp Road, Ahmedabad, have changed my name and shall hereafter be known as JASUMATI SOMCHAND PARMAR.

It is certified that I have complied with other legal requirements in this connection

JIVIBEN SOMABHAI PARMAR
(Sd in existing name)

I, hitherto known as CHHIDDA SINGH son of Shri RAM SHARAN SHARMA, a Student of 6th Class, Sharma Junior High School, Behura, (Behura) Distt Bulandshahar (U P), have changed my name and shall hereafter be known as MAHESHI CHANDER SHARMA.

It is certified that I have complied with other legal requirements in this connection

CHHIDDA SINGH
(Sd in existing name)

I, hitherto known as RAMAN BHAI MORARBHAI DHANGAR son of Shri MORARBHAI UNKABHAI, employed as Sorter in Bombay Sorting Division, Bombay G P O, Bombay-1, residing at C/o Lallubhai R. Patel, Bhaveshwarnagar, Building No 2, Room No. 27, Mahatma Gandhi Road, Ghatkopar, Bombay-77, have changed my name and shall hereafter be known as RAMANLAL MORARJI PATEL.

It is certified that I have complied with other legal requirements in this connection

RAMAN BHAI MORARBHAI DHANGAR
(Sd. in existing name)

I hitherto known as JIBON CHANDRA BISWAS son of Shri JOGESH CHANDRA BISWAS, employed as Shunter in Car Shed, E Rly, Howrah, residing at 81/A, Rly Qrs, Howrah 6 have changed my name and shall hereafter be known as SUBIMAL CHANDRA BISWAS.

It is certified that I have complied with other legal requirements in this connection

JIBON CHANDRA BISWAS
(Sd. in existing name)

I, hitherto known as MOHAN BANHOMAL RUPETA son of Shri BANHOMAL RUPCHANDANI, employed as Lower Division Clerk in the office of Chief Inspectorate of Armaments, Kirkee, Poona-3 residing at 'B' Block No 8 Room No. 21, Pimpri Colony, Poona-17 have changed my name and shall hereafter be known as MOHAN BANHOMAL RUPCHANDANI.

It is certified that I have complied with other legal requirements in this connection

M. B. RUPETA
(Sd. in existing name)

I hitherto known as AMBADAS GANGARAM PADGAM son of Shri GANGARAM SHIVRAMJI PADGAM, employed as Stenographer in the office of Divisional Accounts Officer, W Rly, Rajkot, have changed my name and shall hereafter be known as AMBADAS GANGARAMJI PADGHAN.

I hereby certify that I have already complied with the legal formalities required in this connection

A. G. PADGHAN
2-12-65

I, hitherto known as RAM LAKHAN son of Shri RAGHU NATH, employed as Mazdoor in C.O.D. Chheokir Allahabad, residing at Vill Melrapur, P.O. Hanumanganj, Tahsil Handa, Distt Allahabad, have changed my name and shall hereafter be known as BHOLA NATH.

It is certified that I have complied with other legal requirements in this connection

RAM LAKHAN
(Sd in existing name)

I, hitherto known as HARISH CHANDRA II son of Late GYASI RAM, employed as Clerk in Central Telegraph Office, Agra have changed my name and shall hereafter be known as HARISHCHANDRA GURU.

It is certified that I have complied with other legal requirements in this connection

HARISH CHANDRA
(Sd in existing name)

I, hitherto known as SUKUMAR CH. SUKLADAS son of Shri AKHIL CH DAS, employed as Porter at Maigrandisha, N.F. Rly, residing at Maigrandisha, have changed my name and shall hereafter be known as SUKUMAR CHANDRA DAS.

It is certified that I have complied with other legal requirements in this connection

SUKUMAR CH. SUKLADAS
23-11-65
(Sd in existing name)

I hitherto known as MULANI NAZIRUDDIN son of Shri HIRAJI, employed as Clerk in Anandibazar Town Sub Office, Ahmednagar, residing at Ahmednagar, have changed my name and shall hereafter be known as SAYED NAZIRUDDIN HIRAJI.

It is certified that I have complied with other legal requirements in this connection

N. H. MULANI

I, hitherto known as HANUMAN PRASAD son of Shri RAM SEWAK, employed as D.O. Khallasi in the office of Divisional Engineer (South), Central Railway, Jhansi, residing at Rly. Qr. No. RB. I. M. 738. A, Rani Laxmi Nagar, Jhansi, have changed my name and shall hereafter be known as HANUMAN PRASAD TEWARI.

It is certified that I have complied with other legal requirements in this connection.

HANUMAN PRASAD
(Sd. in existing name)

I, hitherto known as DAMODAR son of Shri NARAYAN PATANKAR, employed as Khalasee in MWS Parel Workshop, Central Rly., residing at Vinayak Bhuvan, Dadar, have changed my name and shall hereafter be known as DAMODAR WAMAN BONDRE.

It is certified that I have complied with other legal requirements in this connection.

DAMODAR
(Sd. in existing name)

I, hitherto known as CHANDRASEKHARAPURAM NARAYANA IYER KRISHNAMURTHY son of Shri C. L. NARAYANA IYER, employed as Junior Accountant in F.A. & C.A.O.'s Office, Central Railway, Bombay, residing at 40/338, Unnatnagar Govt. Housing Colony, Goregaon, Bombay-62, have changed my name and shall hereafter be known as NARAYANA IYER KRISHNA.

It is certified that I have complied with other legal requirements in this connection.

C. N. KRISHNAMURTHY
(Sd. in existing name)

I, hitherto known as PARESH NATH son of Shri THAKUR, employed as Khalasi, T. No. 878 in the office of District Controller of Stores, Eastern Railway, Howrah, residing at 32, Jeliapara, Ramkrishnapur, Howrah, have changed my name and shall hereafter be known as PARESH NATH SHAW.

It is certified that I have complied with other legal requirements in this connection.

PARESH NATH
(Sd. in existing name)

I, hitherto known as Shri RAMESH CH. SEAL son of Late PADMA LOCHAN SEAL, employed as Points-Man in Hansara Railway Station, residing at P.O. Dum-dumatom, Distt. Lakhimpur, have changed my name and shall hereafter be known as Shri RAMESH CHANDRA ROY.

It is certified that I have complied with other legal requirements in this connection.

RAMESH CHANDRA SEAL
(Sd. in existing name)

I, hitherto known as Miss P. D. SARAMMA daughter of Shri GEEVARUGHESE DAVID, employed as Staff Nurse in C.G.H.S. Dispensary, Peddar Road, Bombay, have changed my name and shall hereafter be known as Mrs. SARAMMA THOMAS.

It is certified that I have complied with other legal requirements in this connection.

SARAMMA, P. D.
(Sd. in existing name)

I, hitherto known as NARAYAN MAHANTI son of Shri HARI MAHANTI, employed as Electroplater in Gun & Shell Factory, Cossipore, Calcutta-2 residing at 186 Upper Circular Road, have changed my name and shall hereafter be known as NARAYAN MUDULI.

It is certified that I have complied with other legal requirements in this connection.

NARAYAN MAHANTI
(Sd. in existing name)

I, hitherto known as PUSHPA S. TASE wife of Shri S. N. JAHAGIRDAR, employed as Senior Clerk in the Hindustan Aeronautics Ltd., Nasik Road, have changed my name and shall hereafter be known as PUSHPA S. JAHAGIRDAR.

I hereby certify that I have already complied with the legal formalities required in this connection.

(Mrs.) P. S. TASE
(Sd. in existing name)

I, hitherto known as VALLATTUTHARA KUTTAN GOPALAKRISHNA GOKHALE son of Late V. S. KUTTAN now employed as Skilled Fitter, T. No. 41/1259, Toolroom, Shop 41, Shell Division, Integral Coach Factory, Perambur, Madras-38, residing at No. 222/2, I. C. F. Staff (North) Colony, Madras-38, have changed my name and shall hereafter be known as VALLATTUTHARA KUTTAN GOPALAKRISHNAN, or in short 'V. K. GOPALAKRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

V. K. GOPALAKRISHNA GOKHALE
(Sd. in existing name)

I, hitherto known as BUDHU RAM NANGIA son of Shri BHOJARAM NANGIA, employed as Supervisor (Tech.), residing at 1, Kishangarh New Idegah Colony, Agra, have changed my name and shall hereafter be known as BODH RAJ NANGIA.

I hereby certify that I have already complied with the legal formalities required in this connection.

BUDHU RAM NANGIA
(Sd. in existing name)

I, hitherto known as KARTARA RAM CHOPRA son of Shri DHERU RAM, employed as Telephone Operator in Telephone Exchange, Maur Mandi, residing at C/o Telephone Exchange, Maur Mandi, have changed my name and shall hereafter be known as KARTAR SINGH CHOPRA.

It is certified that I have complied with other legal requirements in this connection.

KARTARA RAM CHOPRA
(Sd. in existing name)

I, hitherto known as Sri GADADHAR LAHA son of Shri SACHINDRANATH LAHA employed as Ty. Clerk in Central Telegraph Office, Calcutta, residing at 75, Sitaram Ghosh Street, Calcutta, have changed my name and shall hereafter be known as Sri GORACHAND LAHA.

It is certified that I have complied with other legal requirements in this connection.

GADADHAR LAHA
(Sd. in existing name)

I, hitherto known as LAKHI RAM DATIKA son of Shri LOK RAM CHOWDHARY, employed as Station Master in W. Rly., Ajmer, residing at Station, Ajmer, have changed my name and shall hereafter be known as LAKHI RAM CHOWDHARY.

It is certified that I have complied with other legal requirements in this connection.

LAKHI RAM DATIKA
(Sd. in existing name)

ADVERTISEMENT OF NOTICE TO CREDITORS TO PROVE THEIR CLAIMS

IN THE MATTER OF COMPANIES ACT, 1956

Jagson Pal Pvt. Ltd.,

Notice is hereby given to the creditors of the above-named company that they are required to submit to the liquidator proof of their respective debts or claims against the above-named company by delivering at the office of the liquidator on or before the 9th February 1966 or sending by post to the liquidator so as to reach him not later than the said date, an affidavit proving

the debt or claim in the prescribed form with their respective names, addresses and particulars of debts or claims, and any title to priority under Section 53. Any creditor who fails to submit his affidavit of proof within the time limited aforesaid will be excluded from the benefit of any distribution of dividend before his debt is proved, or as the case may be, from objecting to such distribution.

Any creditor, who has sent his proof, if so required by notice in writing from the liquidator shall either in person or by his advocate attend the investigation of such debt or claim at such time and place as shall be specified in such notice and shall produce such further evidence of his debt or claim as may be required.

MADAN GOPAL SINGH
Liquidator
B-23, Kirti Nagar,
New Delhi

Dated this 18th December 1965.

IN THE MATTER OF THE COMPANIES ACT, 1956
and
IN THE MATTER OF THE UMayambika Textiles Limited
(In Voluntary Liquidation)

Notice is hereby given that at the Extraordinary General Meeting of the members of the said Company duly convened and held at the Registered Office of the Company at No. 82, Nehru Nagaram, Salem-5, in the Town

of Salem, on the 4th day of December 1965, the following resolution was duly passed :—

"Resolved unanimously, as a Special Resolution, that the Company be wound up voluntarily (Members voluntary winding up)."

R. M. SHANMUGHAM
Liquidator

Salem,
6-12-1965.

FORM No. 151

THE COMPANIES ACT, 1956

MEMBERS VOLUNTARY WINDING UP

Notice of appointment of Liquidator pursuant to Section 516

Name of the Company : The Umayambika Textiles Ltd.

Nature of Business : Coffee Estate Owners.

Address of Registered Office : 82, Nehru Nagaram, Salem-5.

Name and address of the Liquidator : R. M. Shanmugham, No. 3, Fourth Street, Narayana Nagar, Salem-5.

Date of appointment : 4th December 1965.

By whom appointed : By the Company at the Extraordinary General Meeting held on 4th December 1965.

R. M. SHANMUGHAM
Liquidator

Salem-5.
6-12-1965.

